

## **EXHIBIT J**

ASSIGNMENT

Dated 4th February 2008

ED&F MAN COMMODITY ADVISERS LIMITED, (a company incorporated under the laws of England and having its registered office at Cottons Centre, Hays Lane, London (the "Assignor"));

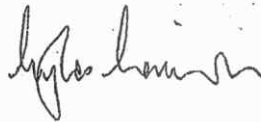
IN FAVOUR OF :

ED&F MAN SUGAR INC, a company incorporated in Florida, USA, (the "Assignee").

BACKGROUND:

- (A) The Assignor is the owner of and is entitled to the payment of the sum of US\$41,961,982.07 in respect of margin calls. (the "Principal Debt") from FLUXO-CANE OVERSEAS LIMITED ("Fluxo-Cane"). At the date hereof the Principal Debt amount to US\$41,961,982.07 excluding interest and costs.
  - (B) The parties have agreed that the Assignor shall assign its rights in part of the Principal Debt to the Assignee on the terms and conditions set out in this Agreement.
1. The Assignor **HEREBY ASSIGNS** to the Assignee and its successors the sum of US\$6,013,149.93 of the Principal Debt (the "Partial Debt");
  2. Upon payment of the Partial Debt whether directly by Fluxo-Cane or indirectly by the Assignee exercising a right of set-off or a right akin to set-off in respect of any sums due to it from Fluxo-Cane (or by the Assignee otherwise exercising a right which has the effect of extinguishing any indebtedness owed by the Assignee to Fluxo-Cane), the Assignee shall pay to the Assignor the sum of US\$5,900,000.
  3. This Assignment shall be governed by and construed in accordance with the laws of England and Wales and any dispute arising hereunder shall be determined exclusively by the High Court of England.

SIGNED by and on behalf of the  
THE ASSIGNOR



SIGNED by and on behalf of  
THE ASSIGNEE

